



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord requesting monetary orders for unpaid rent, for repairs to the rental unit, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began September 15, 2010, with the parties entering into a written tenancy agreement. At the outset of the tenancy the rent was set at \$775.00 per month, however, during the course of the tenancy the Landlord agreed to lower the rent to \$750.00. The Tenant paid a security deposit of \$387.50 and a pet damage deposit of \$387.50 to the Landlord in September of 2010.

In September of 2011, the Tenant failed to pay the rent that was due to the Landlord. The Landlord issued a 10 day Notice to End Tenancy for unpaid rent and the Tenant vacated the rental unit on or about September 17, 2011. The Landlord claims one month of unpaid rent in the amount of \$750.00.

The Landlord is claiming he has incurred substantial costs to replace the carpet and to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord testified that at the outset of the tenancy the carpets were brand new in the rental unit. The Landlord approved the Tenant having one dog in the rental unit. The Landlord testified that sometime after the start of the tenancy, the Tenant brought a second pet into the rental unit, a puppy.

The Landlord testified that the carpet had frayed due to being clawed by the Tenant's dogs. He testified it was destroyed by the dogs. The Landlord got two quotes, one of which was from the carpet company suggested by the Tenant. The Landlord chose the lower of the two quotes and it cost him \$1,747.22 to replace the carpet. An invoice for the carpet was included in evidence.

The Landlord also claimed \$25.33 to change the locks in the rental unit as the Tenant left without returning the keys. An invoice for this was included in evidence.

The Landlord also claims for washing the walls in the rental unit. The walls had been stained with urine from the dogs. The Landlord claims \$100.00 for this, at a rate of \$20.00 per hour for five hours of cleaning dog urine from the walls.

The Advocate for the Tenant testified that the Tenant did agree to have the rugs repaired or replaced. The Landlord and the Advocate agreed that the Tenant had paid the Landlord \$500.00 in cash on or about September 21, 2011, toward the amount due to the Landlord.

The Advocate testified that the Tenant had provided information to the Landlord about a friend who owned a carpet store and that the friend would work with the Landlord on the carpet issue.

The Advocate testified that the Tenant did attempt to work with the Landlord on the repairs.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached section 46 of the Act by failing to pay the Landlord rent when due, and has breached section 37 of the Act by failing to leave the rental unit walls reasonably clean, by damaging the Landlord's carpet, and by failing to return the keys to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find the breaches by the Tenant have caused the Landlord to suffer a loss.

I allow the Landlord \$750.00 for rent for September of 2011, \$100.00 for cleaning the walls, and \$25.33 for replacing the locks.

As to the carpet, Policy Guideline 37 determines that the useful life expectancy of a carpet is 10 years. The Tenant was in the rental unit for approximately one year, and the carpet would have depreciated 10% during the tenancy. Therefore, I allow the Landlord to recover the depreciated value of \$1,572.50 for the carpet.

I find that the Landlord have established a total monetary claim of **\$2,497.83** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may retain the security and pet deposits of **\$775.00**, and the **\$500.00** paid to the Landlord on or about September 21, 2011, in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,222.83**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 18, 2012.

Residential Tenancy Branch